

GAM GAM

## CIVIL COVER SHEET

19-4032

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM)

## I. (a) PLAINTIFFS

Kennedy, Scott E.

## DEFENDANTS

Barnett Outdoors, LLC, Plano Synergy Holdings, Inc., Heartland America, Inc.

(b) County of Residence of First Listed Plaintiff Bucks County, PA  
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant Pinellas County, FL  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

(c) Attorneys (Firm Name, Address, and Telephone Number)

Leonard Hill, Jason Javie, Hill and Associates, 1700 Market Street, Suite 3150, Philadelphia, Pennsylvania 19103 (215) 567-7600

Attorneys (If Known)

N/A

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff  
☐ 2 U.S. Government Defendant  
☐ 3 Federal Question (U.S. Government Not a Party)  
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                                   | DEF                                   |   | PTF                        | DEF                                   |
|---|---------------------------------------|---------------------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State                   | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1            | Incorporated or Principal Place of Business in This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4            |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3            | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Tort Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input checked="" type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer w/Disabilities - Employment <input type="checkbox"/> 446 Amer w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

## V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding  
☐ 2 Removed from State Court  
☐ 3 Remanded from Appellate Court  
☐ 4 Reinstated or Reopened  
☐ 5 Transferred from Another District (specify)  
☐ 6 Multidistrict Litigation - Transfer  
☐ 8 Multidistrict Litigation - Direct File

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity, 28 U.S.C. Sections 1332(a)(1) and 1332 (c)(1))

Brief description of cause

Action for injuries sustained while using defective product; Diversity action

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

1,000,000.00

CHECK YES only if demanded in complaint

JURY DEMAND:

☒ Yes ☐ No

## VIII. RELATED CASE(S) IF ANY

(See instructions)

JUDGE

DOCKET NUMBER

SEP - 4 2019

DATE 9-4-19

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG JUDGE

**GAM**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

19

4032

## DESIGNATION FORM

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff 1418 Arbutus Avenue, Langhorne, Pennsylvania 19047

Address of Defendant 955 Live Oak Street, Tarpon Springs, Florida 34689

Place of Accident, Incident or Transaction. Bucks County, Pennsylvania

**RELATED CASE, IF ANY:**

Case Number Judge Date Terminated

Civil cases are deemed related when **Yes** is answered to any of the following questions.

- |   |   |                              |                             |
|---|---|------------------------------|-----------------------------|
| 1 | Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2 | Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?            | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3 | Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4 | Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☒ is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE 09/04/2019

*[Signature]*  
Must sign here  
Attorney-at-Law / Pro Se Plaintiff

PA 309840

Attorney ID # (if applicable)

**CIVIL: (Place a v in one category only)****A. Federal Question Cases:**

- ☐ 1 Indemnity Contract, Marine Contract, and All Other Contracts
- ☐ 2 FEELA
- ☐ 3 Jones Act-Personal Injury
- ☐ 4 Antitrust
- ☐ 5 Patent
- ☐ 6 Labor-Management Relations
- ☐ 7 Civil Rights
- ☐ 8 Habeas Corpus
- ☐ 9 Securities Act(s) Cases
- ☐ 10 Social Security Review Cases
- ☐ 11 All other Federal Question Cases  
(Please specify)

**B. Diversity Jurisdiction Cases:**

- ☐ 1 Insurance Contract and Other Contracts
- ☐ 2 Airplane Personal Injury
- ☐ 3 Assault, Defamation
- ☐ 4 Marine Personal Injury
- ☐ 5 Motor Vehicle Personal Injury
- ☐ 6 Other Personal Injury (Please specify)
- ☒ 7 Products Liability
- ☐ 8 Products Liability Asbestos
- ☐ 9 All other Diversity Cases  
(Please specify)

**ARBITRATION CERTIFICATION**

(The effect of this certification is to remove the case from eligibility for arbitration)

I, Jason Javier, counsel of record or pro se plaintiff, do hereby certify

☒ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs.

☐ Relief other than monetary damages is sought.

DATE 09/04/2019

*[Signature]*  
Must sign here if applicable  
Attorney-at-Law / Pro Se Plaintiff

SEP - 4 2019

PA 309840

Attorney ID # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38

**GAM**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIACASE MANAGEMENT TRACK DESIGNATION FORM

Scott E. Kennedy

CIVIL ACTION

Barnett Outdoors, LLC  
v.  
Plano Synergy Holdings Inc.  
Heartland America Inc.

NO. 19 4032

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

**SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:**

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ( )
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ( )
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ( )
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ( )
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ( )
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (✓)

9-4-19

Date

JASON JAVIE

Attorney-at-law

SCOTT E. KENNEDY

Attorney for

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Telephone

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FAX Number

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E-Mail Address

(Civ. 660) 10/02

SEP - 4 2019



# GAM

**SCOTT E. KENNEDY**

**VS.**

**BARNETT OUTDOORS, L.L.C.**  
**PLANO SYNERGY HOLDINGS, INC.**  
**HEARTLAND AMERICA, INC.**

## Defendants

CIVIL ACTION

CASE NO.

19

4032

**\*JURY TRIAL DEMANDED\***

Plaintiff, Scott E. Kennedy (hereinafter referred to as “Plaintiff” unless indicated otherwise), by and through his undersigned attorneys, Hill and Associates, hereby complains as follows against Defendants, Barnett Outdoors, L.L.C., Plano Synergy Holdings, Inc., and Heartland America, Inc., as follows:

1. Jurisdiction in this Court is asserted under the provisions of 28 U.S.C. Sections 1332(a)(1) and 1332 (c)(1).

2. Venue is appropriately laid in this Court pursuant to 28 U.S.C. §1391(b)(2) as a substantial part of the events giving rise to these claims occurred in Bucks County, Pennsylvania which is wholly within the boundaries of the Eastern District of Pennsylvania.

3. Plaintiff reincorporates all preceding paragraphs.

4. Plaintiff, Scott E. Kennedy, is an adult individual and resident of the Eastern District of Pennsylvania with an address at 1418 Arbutus Avenue, Langhorne, Bucks County, Pennsylvania 19047.

5. Defendant, Barnett Outdoors, LLC ("Barnett"), is a limited liability corporation with a principle place of business located at 955 Live Oak Street, Tarpon Springs, Florida, 34689.

6. Defendant, Plano Synergy Holdings, Inc. ("Plano Synergy") is a Delaware corporation headquartered at 431 East South Street, Plano, Illinois, 60545.

7. Defendant, Heartland America, Inc. ("Heartland America"), is a corporation with a principle place of business located at 8085 Century Boulevard, Chaska, Minnesota, 55318.

8. At all relevant times, Defendants Barnett and Plano Synergy were in the business of designing, manufacturing, assembling and selling crossbows.

9. At all relevant times, Defendants Barnett and Plano Synergy intended for their crossbows to reach consumers throughout the continental United States.

10. In this regard, Defendants Barnett and Plano Synergy intended, desired and expected that the crossbows in question would enter into the stream of commerce and ultimately be sold to consumers in the Eastern District of Pennsylvania.

11. On information and belief, crossbows designed, manufactured, assembled and sold by Defendants Barnett and Plano Synergy are sold in retail establishments located throughout the Commonwealth of Pennsylvania.

12. Defendants Barnett and Plano Synergy reach customers in Pennsylvania through their marketing, direct sales and/or sales effectuated via the assistance of third parties.

13. Defendant, Barnett maintains a website advising owners and potential owners of their products of the legality of their bows in the Commonwealth of Pennsylvania.

14. At all relevant times, Defendant Heartland America operated a mail-order catalog business selling, *inter alia*, hunting equipment and accessories, including crossbows.

15. At all relevant times, Defendant Heartland America was in the business of selling, *inter alia*, hunting equipment and accessories, including crossbows manufactured by Defendants Barnett and Plano Synergy.

16. Defendant Heartland America routinely caused catalogs advertising products – including products manufactured by Defendants Barnett and Plano Synergy – to be delivered to current and potential customers in Pennsylvania.

17. Defendant Heartland America routinely contracted with citizens of Pennsylvania to arrange for the shipment and delivery of products manufactured by Defendants Barnett and Plano Synergy into the Commonwealth of Pennsylvania.

18. In this personal injury action, the amount in controversy is in excess of \$75,000.00 for the reasons further set forth below.

### **FACTUAL BACKGROUND**

19. Plaintiff reincorporates all preceding paragraphs.

20. Defendants Barnett, Plano Synergy and Heartland America have decades of experience in the design, manufacture, marketing, assembly, sale and shipment of crossbows throughout the United States of America.

21. On or before October 9, 2012, Defendants Barnett and Plano Synergy sold or otherwise placed one or more Barnett Quad 400 Crossbows (also “the product”) into the stream of commerce.

22. On or before October 9, 2012, Defendant Heartland America began to sell or

facilitate the sale of Barnett Quad 400 Crossbows on behalf of or with the knowledge and acquiescence of, Defendant Barnett.

23. Regardless of the actual relationship between Defendant Heartland America and Defendants Barnett and Plano Synergy in this regard, Defendant Heartland America played an integral role in arranging for the sale and delivery of Barnett Crossbows to consumers in Pennsylvania.

24. On or about October 9, 2012, the Plaintiff contracted with Defendant Heartland America to purchase a Barnett Quad 400 Crossbow that was manufactured by Defendants Barnett and Plano Synergy, bearing product no. 65504.

25. This contract benefited Defendant Heartland America and Defendants Barnett and Plano Synergy financially.

26. After receiving payment, Defendant Heartland America sent or arranged for the shipment of a Barnett Quad 400 Crossbow to the Plaintiff's residence in the Eastern District of Pennsylvania.

27. Plaintiff Kennedy received the crossbow in the same condition and/or substantially same condition as when it left the possession of Defendants Heartland America, Barnett and Plano Synergy.

28. On or about October 31, 2017, Plaintiff, Scott E. Kennedy, was hunting his Barnett Quad 400 Crossbow in Bucks County, Pennsylvania, within the Eastern District of Pennsylvania.

29. On that date, the bowstring snapped forward striking a portion of the Plaintiff's left thumb, resulting in a partial traumatic transphalangeal amputation of the left thumb.

30. The injury required surgical attention, resulted in permanent scarring and/or disfigurement as well as pain and suffering for which the Plaintiff seeks just compensation.

**COUNT 1: PRODUCTS LIABILITY-DEFECTIVE DESIGN**  
**RESTATEMENT (SECOND) OF TORTS § 402A (1965)**  
**Scott E. Kennedy v. All Defendants**

31. The Plaintiff reincorporates all preceding paragraphs.

32. The Quad 400 Crossbow manufactured and sold by Defendants Barnett, Plano Synergy and Heartland America to the Plaintiff was sold in a defective condition unreasonably dangerous to users or consumers because the crossbow was not equipped with a finger/thumb guard.

33. These inexpensive and readily available thumb guards were not included with the product or as an option for the product at the time of Plaintiff's purchase.

34. The purpose of a finger or thumb guard is to physically prevent the shooter's thumb or fingers from inadvertently rising into the path of the bowstring while he or she is using the crossbow.

35. The absence of a finger or thumb guard is a design defect.

36. At the time of the sale, Defendants Barnett, Plano Synergy and Heartland America were in the business of designing, manufacturing, assembling and selling crossbows including the Quad 400.

37. Defendants Barnett, Plano Synergy and Heartland America knew or expected that crossbows they sold would reach users without substantial change in condition.

38. The Barnett Quad 400 Crossbow did in fact reach the end user, viz., Plaintiff Scott E. Kennedy without a substantial change in condition.

39. At the time of the manufacture and sale of the bow to the Plaintiff, Defendants Barnett, Plano Synergy and Heartland America knew or should have known that amputations or partial amputations were likely to occur and further that these injuries could be prevented by the



inclusion of a finger guard.

40. At the time of the manufacture and sale of the bow to the Plaintiff, Defendants Barnett, Plano Synergy and Heartland America had the benefit of years of actual knowledge that amputations or partial amputations caused by bowstrings were occurring but outrageously continued to sell crossbows in a defective condition with evil motive and/or reckless indifference.

41. At the time of the manufacture and sale of the bow to the Plaintiff, Defendants Barnett, Plano Synergy and Heartland America had actual knowledge that other manufacturers were including finger or thumb guards in order to prevent these injuries.

42. Inclusion of finger or thumb guards was not prohibitively expensive, would not have materially changed the product and would not have prevented the product's use for its intended purpose.

43. While Defendants Barnett, Plano Synergy and Heartland America ultimately decided to revise the design to include a finger or thumb guard on new models, these Defendants continued to sell and push for the sale of the defective models to clear existing inventory.

44. The decision to design, manufacture, assemble, market and sell crossbows in this defective condition irrespective of the known hazards was malicious, wanton, reckless disregard for the safety of the intended end users thereby warranting imposition of punitive damages.

45. While using the bow in its defective condition on October 31, 2017, the Plaintiff sustained serious and permanent injuries, viz. partial traumatic transphalangeal amputation of the left thumb, requiring surgical intervention.

46. The design defect was the factual and legal cause of the injury.

47. At all relevant times, the Plaintiff was using the product for its intended purpose.

48. The Plaintiff likewise sustained severe pain and suffering, loss of feeling and loss

of dexterity which inhibited his ability to perform his customary and usual duties.

49. As a result of the design defect noted above, Plaintiff was forced to expend various sums of money on medical and related expenses.

50. The Plaintiff likewise suffered permanent disfigurement notwithstanding timely medical intervention.

**WHEREFORE**, Plaintiff requests judgment against the Defendants for compensatory damages, punitive damages, and pain and suffering in an amount in excess of \$75,000.00.

**COUNT 2: NEGLIGENCE**  
**Scott E. Kennedy v. All Defendants**

51. Plaintiff reincorporates all preceding paragraphs.

52. At all relevant times, Defendants Barnett, Plano Synergy and Heartland America were operating under a duty to exercise reasonable care in the design, manufacture and distribution and sale of crossbows to the public.

53. The Defendants breached the above-referenced duty by:

- a. Manufacturing, designing and assembling an unreasonably dangerous product;
- b. Failing to equip the crossbow in question with the appropriate safety device(s), to wit, a finger/thumb guard;
- c. Selling an unreasonably dangerous product; and
- d. Placing an unreasonably dangerous product into the stream of commerce

54. The Defendants' breach was outrageous, evidencing evil motive and/or reckless indifference in light of knowledge of serious, permanent injuries previously sustained by users.

55. The product in question reached the Plaintiff here in the Eastern District of Pennsylvania.

56. The Plaintiff received the product in the same condition or substantially the same condition as when it left the control of the Defendants.

57. As a result of this breach, the Plaintiff, Scott F. Kennedy, suffered severe and permanent injuries, viz. a partial traumatic transphalangeal amputation of the left thumb, while using the negligently designed product as more fully described above.

**WHEREFORE**, Plaintiff requests an award of compensatory and punitive damages in an amount in excess of \$75,000.00 for the continuing unlawful intrusion, temporal loss of value, costs incurred and pain and suffering, all of which are the direct and proximate result of the Defendant's tortious conduct.

Respectfully submitted,

**HILL AND ASSOCIATES**

By: 

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Attorneys for the Plaintiff

Dated: September 4, 2019

**VERIFICATION**

The undersigned states that he/she is the plaintiff herein and verifies that the statements made in the foregoing Complaint-Civil Action is true and correct to the best of his/her knowledge, information and belief; and that this statement is made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

DATED: Sept 4, 2018

X Signature

Print Name

SCOTT E. KENNEDY